

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION**

LUPIN ATLANTIS HOLDINGS SA, a  
foreign corporation, and LUPIN INC., a  
Delaware Corporation,

Plaintiffs,

v.

Case No.: 0:23-CV-61621-MD

XIAN-MING ZENG, TRANSPIRE BIO,  
INC., AXEL PERLWITZ, and WILLIAM  
SCHACHTNER,

Defendants.

**TRANSPIRE'S MOTION FOR SUMMARY JUDGMENT**

**FILED UNDER SEAL**

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Plaintiffs Lupin Atlantis Holdings SA and Lupin, Inc.’s (collectively, “Lupin”) First and Second Cause of Action asserts claims against Defendant Transpire Bio Inc. (“Transpire”) under the Defend Trade Secrets Act (DTSA) and Florida Uniform Trade Secrets Act (FUTSA). Summary judgment on these trade secrets claims is appropriate for several reasons.

*First*, Lupin bears the burden to identify each asserted trade secret and establish that it qualifies as such. Lupin must do so for each trade secret. Lupin has not met that burden. Lupin referred Transpire to 453 documents spanning 62,931 pages. Lupin does not specify the information within each document it alleges is a misappropriated trade secret or analyze how that specific information qualifies as a trade secret. Lupin’s expert could not even say how many trade secrets are at issue in his expert report. Instead, Lupin provides conclusory assertions that each document “as a whole” is a trade secret. Courts routinely grant motions for summary judgment where, as here, plaintiffs attempt to bury their trade secrets amongst hundreds of documents and vague claims that the document “as a whole” is a trade secret. As these courts explain, a precise identification of the information alleged to be trade secret is critical to allow the Court and the factfinder to evaluate what (if any) information meets the statutory requirement of a trade secret, or what value it may have. The Court should grant summary judgment on this basis alone.

*Second*, the Court should also grant summary judgment because Lupin has no expert testimony, or only conclusory (and inadmissible) expert testimony, that its alleged trade secrets were not generally known or readily ascertainable, an element of both DTSA and FUTSA. Indeed, Plaintiffs’ technical expert, Mr. Shafer, addresses only 252<sup>1</sup> of the 453 documents that Lupin is now claiming as trade secret. For documents not addressed by Mr. Shafer, Lupin has no expert testimony. For the remaining documents, Mr. Shafer’s report repeats a boilerplate assertion that the document “as a whole” is not generally known or readily ascertainable. At deposition, Mr. Shafer testified he did nothing to determine whether information within the document met that criteria. Because a plaintiff can establish this element only with expert testimony, courts grant summary judgment where, as here, no such testimony is presented. The Court should do the same.

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<sup>1</sup> While Mr. Shafer alleges that there are 252 documents, some of those documents contain multiple files. *See* Ex. 6 (Shafer Op. Rep.) ¶¶ 141-996. In total, Mr. Shafer alleges that there are 257 files that are “trade secret.” For this Motion, Defendants refer to the 252 unique documents identified by Mr. Shafer.

*Third*, among the 453 documents Lupin identifies are documents generated by the FDA and sent to Lupin and documents generated by Lupin containing recommendations from the FDA. Lupin cannot show that it owns trade secrets in FDA-generated information. This information is not developed by Lupin and is available to the public via Freedom of Information Requests. The Court should provide partial summary judgment that this information is not Lupin's trade secret.

Fourth, 192 of the 252 document identified by Mr. Shafer are located on a personal hard drive of Dr. Axel Perlwitz (his "My Passport Device"). It is undisputed that the forensic evidence for these documents shows that they were "Last Accessed" on April 5, 2021—eighteen months prior to Dr. Perlwitz's departing Lupin and long before Transpire existed. Thus, Lupin cannot show that Transpire acquired, disclosed or used any of these 192 documents, and it is black-letter law that mere possession of a "trade secret" cannot constitute misappropriation. The Court should thus provide partial summary judgment of no misappropriation as to these documents.

Finally, Lupin's trade secret claims also fail because it has no competent evidence through which a jury could reasonably calculate damages for Transpire's alleged misappropriation.

### **PRELIMINARY STATEMENT**

Dr. Xian-Ming Zeng is a pioneer in the field of inhalation drugs. Over the course of his career, he has served as World Health Organization Visiting Fellow and Mapplethorpe Postdoctoral Fellow at King's College, London, launched novel inhalation medicines at well-regarded pharmaceutical companies, and is an esteemed author—having published over 50 papers, three book chapters, and a textbook. He has decades of know-how developing inhalation drugs.

Lupin began recruiting Dr. Zeng in 2013. When Dr. Zeng joined the company, he proved invaluable. He used the knowledge developed over his career to lead Lupin's development of the first FDA-approved generic ("Gx") of ProAir HFA, the branded drug he launched at Teva. He also led the development of Lupin's Gx Spiriva Handihaler and was integral to Lupin's European launch of Luforbec, a Gx version of Fostair.<sup>2</sup> While at Lupin, Dr. Zeng worked on these and other drugs until his very last day at Lupin. Ex. 1 (Vanam Dep. Tr.) at 83:16-85:23.

A generic is "a copy of" a novel drug, "and thus identical in active ingredients, safety, and efficacy." *PLIVA, Inc. v. Mensing*, 564 U.S. 604, 612 n.2 (2011) (citing *United States v. Generix Drug Corp.*, 460 U.S. 453, 454-455 (1983); 21 CFR § 314.3(b) (2006)). Under the Drug Price

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<sup>2</sup> Lupin alleges that certain documents relating to these products correspond to trade secrets. Transpire, however, is not developing any of these products.

Competition and Patent Term Restoration Act of 1984—commonly known as the Hatch-Waxman Amendments to the Food, Drug, and Cosmetic Act—generics “can gain FDA approval simply by showing equivalence to a reference listed drug that has already been approved by the FDA.” *Id.* at 612 (citing 21 U.S.C. § 355(j)(2)(A)). To develop a generic, Lupin—or any pharmaceutical company—must refer to public guidances published by the FDA to facilitate generic development.

Lupin enjoyed success with its inhalation generics, but it never invested in what Dr. Zeng joined the company to do: develop novel drugs. Beginning around 2020, Lupin also began to face serious headwinds caused by a lack of research and development spending, global quality control issues at its manufacturing sites, and rapidly declining employee morale.

Consequently, Dr. Zeng left Lupin in 2021, and later became the first employee and CEO of Transpire Bio, which was created in 2022. Since its creation, Transpire has continued to grow and eventually hired the other Defendants in this case (Axel Perlwitz and Bill Schachtner) months after its formation. Transpire, which is based in Florida, now has over 90 employees. Much of its work focuses on novel (not generic) inhalation drugs to treat indications like [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

While Lupin likes to bluster about “thousands” of documents that Dr. Zeng and two other Transpire employees retained after they left Lupin, many of those documents are not even alleged to contain trade secrets. Indeed, Lupin points to documents that are public (*e.g.*, public articles, FDA documents, presentations by Dr. Zeng and others to industry groups, etc.) and documents that are personal (*e.g.*, tax returns, pay stubs and family photographs). Lupin’s “scientific” expert claims that of these “thousands” of documents, 252 contain trade secrets, but never specifies what precise information in those documents is actually a trade secret. As importantly, of those 252 documents, Lupin can only show that Transpire employees actually interacted with 32 of them

(and for 192 of them, Lupin’s own forensic expert agrees that they were last accessed when all of the individual defendants were still Lupin employees and Transpire did not exist). Of those 32 documents, *one* pertains to a drug that Transpire is currently developing.

Everything Transpire has done to design and develop its drug products is documented; every regulatory submission, every test, and every protocol. Discovery has rendered Transpire’s business an open book—Lupin knows exactly what products Transpire is developing, what communications Transpire has had with the FDA, how its products are being developed, and by whom. Yet, Lupin cannot point to any aspect of Transpire’s drug development that traces back to information in a Lupin document. *See also* Ex. 2 (Shafer Dep. Tr.) at 235:17-236:5, 308:12-19; 301:11-302:5; 193:18-194:11. After a lengthy and expensive discovery process, Lupin cannot identify any actual “trade secrets” in the information Transpire employees retained and cannot point to any actual use that Transpire has made of trade secret information.

### **BACKGROUND**

#### **I. LUPIN’S TRADE SECRET “IDENTIFICATION”**

From the outset of this litigation, the issue of Lupin’s identification of the trade secrets it claims were misappropriated has been a topic of dispute. In its First Amended Complaint, Lupin defined its trade secrets using broad categorical descriptions. Dkt. No. 31 ¶ 31. Lupin also referenced several documents containing trade secrets at issue. *Id.* ¶ 97.

Transpire expected that Lupin would provide further specificity as to the alleged trade secrets after Transpire produced discovery, but Lupin has persistently refused to do so. In response to Transpire’s Interrogatory No. 2—which required Lupin to “identify with particularity every individual Lupin trade secret You allege was misappropriated”—Lupin cited to 420 unique documents spanning 65,201 pages, without identifying any specific information in any document that it was claiming as a trade secret. Instead, Lupin claimed that each document in its entirety corresponds to a trade secret. An excerpt of Lupin’s response is below, with the response continuing for multiple pages in a similar manner.

Drug Development Trade Secrets: Transpire\_0023873; Transpire\_0023964;  
Transpire\_0027678; Transpire\_0065386; Transpire\_0065568; Transpire\_0022347;

Ex. 3 (Lupin’s Second Response to Transpire’s Interrogatory No. 2) at 20.

Lupin also refused to designate a witness to identify which specific information within each document Lupin alleges to be its trade secrets. Indeed, Transpire served a 30(b)(6) Notice

seeking “[t]he specific information within each Document referenced in [Lupins’] response to Transpire’s Interrogatory No. 2 that [Lupins] contend is a Trade Secret.” Ex. 7 (Transpire’s 30(b)(6) Notice (Topic 4)). Lupin objected to these topics on the basis that “to identify what sentence or what information in each and every document is a trade secret” would be a “big undertaking” that would be an “immense burden” that would not be “practical.” *See* Ex. 4 (1-13-2025 Hr’g Tr.) at 13:5-16, 13:24-14:3. As a result, Magistrate Judge Reid ordered Lupin to identify and designate a witness as to 20 exemplary documents that Lupin would “in good faith” identify as representative of its trade secrets. Dkt. No. 168. At deposition, Lupin’s corporate representatives were unable to identify what specific information in each of the 20 exemplary documents was a trade secret and stated that it would not be “humanly possible” to do so. Ex. 5 (Srivastava Dep. Tr.) at 155:10-159:1; Ex. 1 at 241:21-242:1 (“Q. Have you done anything to determine whether the information in this document is, in fact, a secret? A. No.”).

Lupin’s technical expert, Mr. Patterson Shafer, doubled down on Lupins’ document “as a whole” approach. Mr. Shafer discussed 252 documents<sup>3</sup>—totaling more than 40,000 pages—certain of which were not cited in Lupin’s Response to Transpire’s Rog. No. 2. SMF ¶¶ 77, 79. In total, Lupin has identified 453 unique documents across its interrogatory response and Mr. Shafer’s report. Those documents are identified in **Appendix A** attached to the end of this motion.

For virtually every document in his report, Mr. Shafer’s analysis followed the same boilerplate approach. He stated that the “document, as a whole, is a trade secret” and provided a series of conclusory assertions that the “document derives independent economic value from not being generally known to or readily accessible” and that “this type of document is not something that company like Lupin would circulate externally.” A representative example is below:

**258. The document derives independent economic value from not being generally known to or readily accessible by another person using proper means who can obtain economic value from the disclosure or use of the information.** For example, this document is a clinical study report to assess the efficacy and safety of Once Daily Administration of Lupin Tiotropium Bromide Inhalation Powder compared to Spiriva® HandiHaler®. The document contains product design parameters and information regarding the characteristics and performance of Lupin’s product. **This type of document is not something that a company like Lupin would circulate externally without confidentiality protections in place** because it contains confidential information

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<sup>3</sup> While Mr. Shafer alleges that there are 252 documents, some of those documents contain multiple files. In total Mr. Shafer alleges that there are 257 files that are “trade secret.” For this Motion, Defendants refer to the 252 unique documents identified by Mr. Shafer.

regarding, among other things, Lupin's drug product characteristics and analysis methods. **The document, as a whole, is a trade secret because it contains information such as drug characteristics and drug study results.** Lupin invested significant resources into the design and development of this study. **This information would be highly valuable to a competitor in the generic drug industry,** and in particular to a recent entrant into the industry attempting to quickly spin up drug product development and gain regulatory approval.

Ex. 6 (Shafer Op. Rep.) at ¶ 258 (emphasis added). Because Mr. Shafer is not qualified to speak about the content of the documents at issue (*see* Transpire's concurrently filed *Daubert* motion), he did not discuss what specific information within each document is not known to the public or how it derives economic value from that fact. For instance, although Mr. Shafer vaguely references "design parameters" of a clinical study report in the paragraph above, he does not identify those parameters, discuss how they differ (if at all) from parameters that are generally known or readily ascertainable (*e.g.*, those included within clinical study protocols that Lupin and others have already published), or how any differences have independent economic value.

Similarly, during his deposition, Mr. Shafer was unable to identify the alleged trade secrets within each document or even how many trade secrets are at issue in his report.

**Q. So how many trade secrets do you describe in your report?** Is it the number of documents you describe or something different?

**A. I can't answer it.**

...

**Q. Okay. So I understand that you can count the number of documents. If we were to pull up one of these documents, are you able to also count the number of trade secrets within the document that you're identifying?**

**A. It would depend. Not with – so certain things that are in there may be trade secret. No, the answer is that I would have to compare that to publicly available information in order to get an accurate number within the documents.**

**Q. Okay. And you haven't done that?**

**A. No, I have not done that.**

Ex. 2 at 141:3-143:17 (emphasis added). Unable to state whether specific information within a document qualifies as a trade secret, Mr. Shafer reverted to claiming that each document itself is a trade secret (regardless of its contents): "My opinion would be that the document itself, in total, remains a trade secret until that document is published. There's no denying that these documents do contain information that is -- some of them may contain information that is publicly available; but I did not dissect the documents in that way." *Id.* at 48:7-49:4.



Believing that the universe of trade secrets at issue in this case had now been narrowed at least to Mr. Shafer's 252, Defendants met and conferred with the Lupin, only to learn that, in fact, Lupin was taking the position that it could still also cite any of the other nearly 200 documents it referenced in Interrogatory 2. Faced with Mr. Shafer's indeterminate and boilerplate references to 252 documents that (he claimed) "as a whole" constitute trade secrets and Lupin's claim that the other documents they identified in response to Interrogatory 2 remained available to be cited as trade secrets (in spite of the fact that no expert had offered testimony that the documents qualify as trade secret), Defendants moved this Court to set a date by which Lupin would narrow its trade secrets to a defined set that would be litigated at trial, an approach consistent with other courts across the country who have tried DTSA matters, including trials that have involved the firm representing Lupin. Dkt. No. 175. In response to this motion for a narrowed set of trade secrets, Lupin for the first time claimed that it was identifying nine categories of documents as trade secret, one of which was not discussed by Mr. Shafer or any other expert: (1) Analytical Method Development and Validation, (2) Characterization Studies, (3) Statistical Analysis Plans (SAP) and Documentation, (4) Pre-Clinical and Clinical Study Protocols, (5) Pre-clinical and Clinical Study Reports and Other Documentation, (6) Pre-ANDA FDA Correspondence, (7) ANDA Submissions Content, (8) FDA Comments and Lupin Responses, and (9) Business Strategies (which was not analyzed by Shafer). SMF ¶ 80.

Now, with trial merely three months away, Lupin has not provided any opinions identifying the specific alleged trade secret information within each document that Defendants have misappropriated. This is in contravention of clear precedent from federal courts in this district, circuit and nation and means that Lupin has not presented allegations of misappropriated trade secrets that a jury can resolve. Summary judgment is appropriate for this reason alone.

## **II. LUPIN'S MISAPPROPRIATION CLAIMS RELY HEAVILY ON DOCUMENTS THAT WERE NOT ACQUIRED OR ACCESSED BY TRANSPIRE OR DR. ZENG**

Defendants have also produced extensive discovery in this case, including thousands of documents regarding Transpire's product development and 97 forensic artifact listings (across nine different devices) that provide detailed computer usage information. Ex. 8 (Kunkel Report) Tables 3-6. Through that discovery, Lupin has been unable to show, in large part, anything more than passive possession on the part of Defendants. In total, of the documents Mr. Shafer has identified as allegedly trade secret, Lupin can only show that 32 documents were ever opened by a Transpire employee, Ex. 8 ¶ 55, and cannot show that Transpire's drug development used any trade secret

information. *See also* Ex. 2 at 308:12-19.

More than 75% of the documents Lupin’s expert identifies as “trade secret” were last accessed on April 5, 2021, long before Transpire even existed and while all the individual defendants were still Lupin employees. Specifically, of the 252 documents Mr. Shafer identifies as “trade secret,” 192 were found on a personal external hard drive (“My Passport Device”) belonging to Dr. Perlwitz.<sup>4</sup> SMF ¶ 94. Dr. Perlwitz, who was employed at Lupin from October 2016 to October 5, 2022, took a vacation to South Africa on April 13, 2021. SMF ¶¶ 83-84. At the time, Lupin had 11 different regulatory applications pending in the United States, Europe and the United Kingdom. SMF ¶ 85. As a result, on April 5, 2021, Dr. Perlwitz downloaded his work files to ensure he had access to them while on vacation. SMF ¶ 86. Specifically, he downloaded one of his work folders, entitled “CDPool,” to the My Passport Device which included the 192 files. SMF ¶ 89. Dr. Perlwitz had an exception to use external hard drives while working at Lupin. SMF ¶ 92. The 192 documents were never downloaded to Dr. Perlwitz’s Transpire or personal computers. SMF ¶ 96. Moreover, Lupin’s own forensic expert agreed that each of the 192 documents has the same last accessed and file created date of April 5, 2021, meaning that these documents were last accessed in April of 2021 – eighteen months before Dr. Perlwitz departed Lupin and nearly a year before Transpire was created. *See* SMF ¶ 95. Dr. Perlwitz turned over his My Passport Device to a third-party forensic firm after this lawsuit was filed.

### **ARGUMENT**

#### **III. THE COURT SHOULD GRANT SUMMARY JUDGMENT BECAUSE LUPIN HAS NOT SUFFICIENTLY IDENTIFIED THE ALLEGED TRADE SECRETS**

“A plaintiff seeking relief for misappropriation of trade secrets must identify the trade secrets and carry the burden of showing that they exist.” *Portionpac Chemical Corp. v. Sanitech Systems, Inc.*, 217 F. Supp. 2d 1238, 1252 (M.D. Fl. Jul. 25, 2002) (granting summary judgment of no trade secret misappropriation where plaintiff failed to sufficiently identify its trade secrets) (citing *Imax Corp. v. Cinema Technologies, Inc.*, 152 F.3d 1161 (9th Cir. 1998)).

“When a party fails to identify its trade secrets with particularity, summary judgment is appropriate.” *Imax Corp.*, 152 F.3d at 1166; *see also Levenger Co. v. Feldman*, 516 F. Supp. 2d

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<sup>4</sup> Dr. Perlwitz has used his My Passport Device since 2007, before he was employed at Lupin. SMF ¶ 91. Perlwitz’s My Passport Device contained immense amounts of personal files and folders, including personal photos, audiobooks, and mp3 tracks. *Id.*

1272, 1287 (S.D. Fla. 2007) (holding that a plaintiff “must describe the allegedly misappropriated trade secrets with reasonable particularity” and that plaintiff’s misappropriation claim “fail[ed]” because the “alleged trade secrets are all extremely vague and attempts to clarify have been in vain”) (Middlebrooks, J.). This is true even in instances where courts found plaintiff’s identification adequate at the pleading or discovery stage. *See, e.g., Freeman Inv. Management Co., LLC v. Frank Russell Co.*, 2016 WL 5719819, at \*9-12 (S.D. Cal. Sep. 30, 2016) (granting summary judgement for failure to sufficiently identify trade secrets where defendant had “repeatedly [unsuccessfully] challenged the sufficiency of Plaintiff’s identification of its allegedly misappropriated trade secrets throughout this litigation.”).

Here, the Court should grant summary judgment because Lupin has failed to identify what exactly its alleged trade secrets are, or how many trade secrets are at issue.<sup>5</sup> This approach is contrary to well-established law that a document itself is not a trade secret.

**A. Lupin’s Identification Of Documents “As A Whole” Does Not Satisfy Its Burden To Identify Its Trade Secrets**

Lupin’s current trade secret “identification” refers Defendants to 453 documents spanning 65,201 pages. These documents are identified in Appendix A attached to the end of the Motion. Lupin’s technical expert does not even discuss nearly 200 of these documents. For these documents, Lupin’s identification amounts to a mere listing of Bates Numbers in response to Transpire’s Interrogatory No. 2. *See* Background, Section A. The documents that are discussed in the expert report of Lupin’s technical expert (Documents #1-257<sup>6</sup>) are on no better footing because Mr. Shafer’s identification is also premised on the document “as a whole” being a trade secret, which is clearly contrary to established law that a document itself cannot be a trade secret. *See* Background, Section A. Because Lupin has never addressed how any specific drawing, process, procedure, or other piece of information in any of these documents qualifies as a trade secret, Lupin’s and Mr. Shafer’s document “as a whole” theory fails as a matter of law and should be subject to summary judgment.

A “document itself cannot be a trade secret, although it may contain trade secrets.” *Tao of Sys. Integration, Inc. v. Analytical Serv’s. & Materials, Inc.*, 330 F. Supp. 2d 668, 678 (E.D. Va.

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<sup>5</sup> Defendants cannot fathom how Lupin contends that it has 1000s of trade secrets when its very business is to copy the products of the branded pharmaceutical products.

<sup>6</sup> References to “Document #s” are to Appendix A at the end of this motion.

2004) *aff'd*, 141 F. App'x 129 (4<sup>th</sup> Cir. 2005). Courts routinely granted summary judgment where, as here, a plaintiff fails to address how specific information in a document qualifies as trade secret:

- *Bunnell v. Motion Pictures Ass'n of America*, 567 F.Supp.2d 1148 (C.D. Cal. Aug. 22, 2007). The plaintiff identified "34 documents" and "claim[ed] that said documentation 'as a whole' derives value" as a trade secret. *Id.* At 1155. The court held that plaintiff's **identification of the document "as a whole" does not "identif[y] with any measure of particularity what trade secrets the documents given to MPAA contain."** *Id.* At 1155.
- *X6 Limited v. Li-Tek Corp. Company*, 2012 WL 12952726 (C.D. Cal. Aug. 27, 2012). Plaintiffs identified several "categories" of alleged trade secrets (e.g., "trade secrets related to the battery design criteria for Plaintiffs' active 3D shutter glasses") and then **cited to "hundreds of documents that purportedly 'reference or reflect the trade secret information' disclosed to Li-Tek."** *Id.* At \*6. "However, Plaintiffs fail[ed] to specifically identify what in these documents is a trade secret and where within these documents that information is located." *Id.* Thus, the Court granted summary judgment because plaintiff's **identification of documents was "insufficient to satisfy Plaintiffs' 'burden of identifying for the court exactly what ... it claim[s] as trade secrets."** *Id.* (citing *Imax Corp.*, 152 F.3d at 1166).
- *Calendar Research LLC v. StubHub, Inc.*, Case No. 2:17-cv-04062-SVW-SS, 2020 WL 4390391 (C.D. Cal. May 13, 2020). Granting summary judgment and noting that **"[w]hen the plaintiff effectively buries its trade secrets in documentation, we are not required to shift through those documents and speculate as to what information contained therein is claimed as a trade secret."** *Id.* at \*9.
- *IDX Systems Corp. v. Epic Systems Corp.*, 165 F. Supp. 2d 812 (W.D. Wisc. 2001), *aff'd in relevant part*, 285 F.3d 581 (7<sup>th</sup> Cir. 2005). The plaintiff provided a forty-two page narrative and then referred the court and defendants "twenty-one user manuals." *Id.* at 818. The Court granted summary judgment, explaining that **"Plaintiff has effectively buried its trade secrets in documentation. After reading plaintiff's Supplemental Answer together with Appendix A the Court faces an unknown number of concepts, designs, methods and processes somewhere documented within twenty-one technical product manuals."** This combination can yield no concrete, particularized trade secrets." *Id.* at 819
- *Utah Med. Prods., Inc. v. Clinical Innovations Assocs., Inc.*, 79 F. Supp. 2d 1290 (D. Utah 1999), *aff'd*, 251 F.3d 171 (Fed. Cir. 2000). Granting summary judgment of failure to identify trade secrets and explaining that **"[s]imply identifying documents and claiming that they contain trade secret information is not enough."** Plaintiff must establish that the information in the identified documents is not published or readily ascertainable information to those in the field." *Id.* at 1313.

Here, Lupin's identification of its trade secrets is even more deficient than the cases cited above because Lupin buries its trade secrets in an unusually large set of 453 documents and 65,201 pages. As Lupin's expert has admitted, there is "no denying that these documents do contain information that is ... publicly available." Ex. 2 at 48:24-49:4. For instance, Lupin attempts to identify various clinical study protocols as its trade secrets, but clinical study protocols have been in existence for decades and are routinely published online by Lupin and others. Ex. 2 at 223:15-224:2. "In order for a factfinder to determine whether information [within a document] meets the

statutory definition of a trade secret, the plaintiff must describe the subject matter of the trade secret with sufficient particularity to separate it from matters of general knowledge in the trade or of special knowledge of those persons ... skilled in the trade.” *Zunum Aero, Inc. v. Boeing Company*, 2024 WL 3822780 (W.D. Wash. 2024) (granting JMOL for failure to identify trade secrets). Like the cursory analysis in Mr. Shafer’s report, the *Zunum* witnesses would introduce a document, discuss a few pages or excerpts, and testify that the trade secrets “would be in various places in our documents,” which is an approach that the court roundly condemned. *Id.* at \*5. By claiming that a clinical study protocol “as a whole” is a trade secret, Lupin renders the factfinder unable to determine what (if any) information in the study is separate from studies – including Lupin’s own clinical studies – that are publicly known or readily ascertainable, whether that information has independent economic value, and whether that information was misappropriated.

**B. Lupin’s Pivot To Broad Trade Secret Categories Does Not Satisfy Its Burden To Identify Its Trade Secrets**

Although Lupin and its technical expert have repeatedly claimed that “the document, as a whole, is a trade secret”, Ex. 6 at ¶ 258, in response to Defendants’ motion to narrow the number of trade secrets, Lupin recently departed from that identification and claimed that it was identifying only “nine trade secrets.” Dkt. No. 187 (“Lupin only has nine trade secrets that it intends to present to the jury... Those nine trade secrets are exemplified by about 450 documents.”). In reality, Lupin’s nine trade secrets merely refer to nine broad categories which pursuant to numerous judicial decisions, including in this district, are plainly insufficient; a satisfactory identification must include specific information (*e.g.*, the particular design, procedure or data) that plaintiffs contend is a trade secret. *See* Background, Section A.<sup>7</sup> In *Del Monte Fresh Produce Co. v. Dole Food Co. Inc.*, 148 F. Supp. 2d 1322 (S.D. Fla. 2001), a case that has been repeatedly cited for this proposition by other federal courts in Florida and nationally, the court explained that a trade secret plaintiff must describe the trade secrets it seeks to protect with “reasonable particularity” and set forth a definition of reasonable particularity that precludes identification using broad categories. *Id.* at 1325-26. Judge Gold held that plaintiff’s categorical identification, such as trade secrets in “pesticide and fungicide techniques,” was insufficient because it did not identify the specific “aspect of Del Monte’s pesticide and fungicide techniques.”

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<sup>7</sup> Lupin’s technical expert does not identify the categories each document falls into.

In *Knights Armament Co. v. Optical Systems Technology, Inc.*, 254 F.R.D. 463 (M.D. Fla. 2008), the plaintiff claimed that it had trade secrets in categories such as “manufacturing processes and procedures, marketing information, pricing data, product designs and manufacturing information, supplier and vendor lists, technical information, and technical drawings.” *Id.* at 465. The court held that these broad categories did not satisfy the reasonable particularity standard because “it is insufficient to describe the trade secrets by generic category, such as the components of the night vision devices to which the alleged trade secrets relate.” *Id.* at 467. “[Plaintiff] must identify the specific characteristics of each trade secret, such as a particular drawing, process, procedure or cost/pricing data.” *Id.* at 467. See also *United States Thrillrides, LLC and Polercoaster, LLC v. Intamin Amusement Rides Int. Corp. Est.*, 2023 WL 11693750, \*3 (M.D. Fla. Dec. 12, 2023) (holding that plaintiff’s identification of its trade secrets as “engineering plans for the New Jersey and Orlando Polercoaster projects created by Intamin” was in fact “far too broad and too vague to identify trade secrets with any reasonable particularity” because “‘engineering plans’ can encompass a multitude of designs, procedures, or data—it is too broad to put Defendant on notice of what particular trade secret is allegedly misappropriated.” *Id.*).

Courts outside of Florida have taken the same approach. Like Lupin, the plaintiff in *X6* identified several “categories” of alleged trade secrets (*e.g.*, “trade secrets related to the battery design criteria for Plaintiffs’ active 3D shutter glasses”) and then cited to “hundreds of documents that purportedly ‘reference or reflect the trade secret information disclosed to Li-Tek.’” *X6 Limited v. Li-Tek Corp. Company*, 2012 WL 12952726, at \*6 (C.D. Cal. Aug. 27, 2012). There, the Court granted summary judgment because “Plaintiffs fail[ed] to specifically identify what in these documents is a trade secret and where within these documents that information is located.” *Id.*

The categories Lupin identifies correspond to a vague and generic type of information that exists in the field. For example, Lupin’s identification of “Business Strategies” does nothing to identify the specific business strategies that Lupin is alleging as its trade secret. The same is true with Lupin’s other categories. These broad descriptions do not identify the particular information within each document that Lupin contend is a trade secret, let alone in a manner that distinguishes that information from matters that are known or readily ascertainable (known or ascertainable business strategies, analytical methods, clinical studies or plans, ANDA submissions, etc.). By Lupin’s own admission, this case involves “complex” technology, Ex. 6 ¶17, such that “it is unlikely that the district court or any trier of fact would have expertise in discerning exactly which



of” the information in a document meets the statutory requirements for a trade secret. *Imax*, 152 F.3d at 1167; *Town & Country Linen Corp. v. Ingenious Designs LLC*, 556 F.Supp.3d 222 (S.D.N.Y. Aug. 23, 2021) (Plaintiffs’ identification of the trade secret as “utilization of a relatively low percentage (less than approximately 10%) of aramid fibers in a fabric for luggage. A minimum specification to be sufficiently abrasion, tear and puncture resistant is 98.3% polyester and 1.7% aramid fiber” was insufficient to meet plaintiff’s burden) (“A precise identification is critical in order for “the Court [to] ensure that only true trade secrets obtain protection.”). The factfinder, the Court, and Defendants are thus without the precise identification that is needed to determine whether Lupin has met its burden to identify information that qualifies as a trade secret, whether that specific information was misappropriated, and the value (if any) of that information. And Lupin’s document “as a whole” approach renders Defendants unable to address each alleged trade secret and show that it has no value to Transpire and/or does not qualify as a trade secret. *Jobscience, Inc. v. CV Partners, Inc.*, 2014 WL 1724763, \*3 (N.D. Cal. May 1, 2014) (vague identification “makes it virtually impossible” for Defendant to “prepare its defenses”).

**C. The Court Should Grant Summary Judgment Because Lupin Cannot Establish The Existence Of Any Trade Secrets**

Separate and apart from identifying its alleged trade secrets, Lupin also bears the burden of showing that each of the alleged trade secrets was not (i) “generally known” or (ii) “readily ascertainable by proper means.” *See* Fla. Stat. § 688.002(4); 18 U.S.C. § 1839(3). Lupin has the burden of establishing each of these requirements “**as to each claimed trade secret.**” *Peat, Inc. v. Vanguard Research, Inc.*, 378 F.3d 1154, 1158 (11th Cir. 2004) (emphasis added); *Masimo Corp. v. True Wearables, Inc.*, 2022 WL 17083396, at \*34–35 (C.D. Cal. Nov. 7, 2022) (analyzing elements as to each “Asserted Trade Secret[]”). Courts have been clear that in cases involving complex technology, these two elements can only be satisfied with expert testimony. *See DropzoneMS, LLC v. Cockayne*, 2019 WL 7630788, at \*11 (D. Or. Sept. 12, 2019) (holding that, “[w]ithout expert testimony separating source code that derives value from being secret from open-source and third-party source code, which does not, Lupin cannot establish the existence of a trade secret.”) In this matter, Lupin has offered no admissible expert testimony establishing that the alleged trade secrets were not “generally known” or “readily ascertainable.”

Lupin obviously cannot meet its burden as to documents not discussed by Lupin’s technical expert. *See* App’x. A, Documents #258-453. Even for the documents described in Mr. Shafer’s expert report (App’x A, Documents #1-257), Lupin offers no admissible expert testimony

establishing that the alleged trade secrets actually qualify as trade secrets. First, Lupin’s technical expert admitted that he did not analyze whether information in the documents he cites is generally known. Ex. 2 at 48:14-49:4. Second, Mr. Shafer’s expert report does not mention the phrase “readily ascertainable” outside the section entitled “Understanding of the Law” in which he refers to the statute. Ex. 6 ¶¶ 41, 43. Mr. Shafer does repeat the following boilerplate statement for 176 of the 252 documents he discusses in his report: “The document derives independent economic value from not being generally known to or readily accessible by another person using proper means who can obtain economic value from the disclosure or use of the information.” Ex. 6 (Shafer Rep.) Section V (e.g., ¶¶ 154, 161, 171, 174, 177, 180, 183, 185, 191, 195, 199, 203, 208, 213). Of course, the actual term from the statute is “readily ascertainable,” which Mr. Shafer did not address.<sup>8</sup> Ex. 2 at 45:21-46:13. In addition, as explained in Transpire’s concurrent *Daubert* motion, Mr. Shafer’s conclusory statements fail to meet the threshold standards articulated in *Daubert* and its progeny. Third, for the remaining documents discussed in his report, Mr. Shafer never once mentions the phrase “readily ascertainable” (or even “readily accessible”). Ex. 6 ¶¶ 497-499. The record is therefore devoid of evidence that information in these documents qualifies as a trade secret.

Courts routinely grant summary judgment where a plaintiff fails to offer expert testimony establishing the existence of “trade secrets.” *Seshadri Raju, M.D., P.A. v. Medtronic, Inc.*, 2021 WL 1232102, at \*9 (S.D. Miss. Mar. 31, 2021) (“[A]s a matter of law, [plaintiff’s] failure to present an expert precludes him from establishing whether this information is readily ascertainable[.]”); *Trident Products and Services, LLC v. Canadian Soiless Wholesale, Ltd.*, 859 F.Supp.2d 771, 779 (E.D. Va. April 12, 2012) (granting summary judgment to defendant given “plaintiff’s failure to identify an expert witness” to opine on “readily ascertainable” element); *Hill v. Best Med. Int’l, Inc.*, 2011 WL 5082208, at \*14 (W.D. Pa. Oct. 25, 2011) (same).

**D. The Court Should Grant Partial Summary Judgement As To Information Generated Or Recommended By The FDA.**

Lupin claims certain regulatory correspondences with the FDA are trade secrets. These correspondences fall into two categories: (1) documents generated by the FDA and sent to Lupin

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<sup>8</sup> Defendants believe that this “ascertainable” vs. “accessible” distinction in Shafer’s report was purposeful, as it ties to Lupin’s document-as-a-whole theory discussed above.



;and (2) documents generated by Lupin containing recommendations from the FDA.<sup>9</sup> Although Lupin does not identify specific information within these documents that they allege qualifies as trade secrets (Section A), the Court should at least grant summary judgment that any FDA-generated information is not a trade secret.

Under both the DTSA and FUTSA, information that is “readily ascertainable” is excluded from trade-secret protection. 18 U.S.C. § 1839(3); Fla. Stat. § 688(4)(a). The exclusion applies to information available through a Freedom of Information Action (“FOIA”) request, which allows the public to access regulatory correspondences between the FDA and private entities. *See Ranger Env’t Servs. LLC v. Foehl*, 2023 WL 6931336, at \*21 (S.D. Ala. Oct. 19, 2023) (alleged trade secrets were “publicly available via a FOIA request, and so cannot constitute a trade secret”); *Fisher v. SmithKline Beecham Corp.*, No. 07-CV-0347A(F), 2008 WL 4501860, at \*10 (W.D.N.Y. Sept. 29, 2008) (information was not a trade secret because “Plaintiffs would be able to obtain [the information] through a Freedom of Information Act request.”).

Lupin does not dispute that “FDA submissions may be made public to comply with a Freedom of Information Act request.” Ex. 2 at 58:8-13. Nor does it dispute that the FDA may exempt information within a document from disclosure only (1) if it is designated as exempt upon submission or within a reasonable time thereafter or (2) if the FDA has substantial reason to believe that information in the records could reasonably be considered exempt. 21 C.F.R. § 20.61; *see also* 5 U.S.C. § 552(b)(4); Ex. 2 at 60:5-10, 64:6-10. Here, the record is devoid of any evidence that Lupin designated the FDA correspondences as exempt. Ex. 2 at 64:24-65:10. Even if Lupin had done so, the exemption would not apply to FDA-generated information. *See Vanda Pharms., Inc. v. United States*, 174 Fed. Cl. 513, 527 (2025) (FDA recommendations were not trade secrets because they were “not developed by [plaintiff] or submitted to the FDA. Rather, they were generated by the FDA and proposed to and accepted by [plaintiff] during the NDA process in order to secure approval to market”); *AMA Sys., LLC v. U.S. Food & Drug Admin.*, No. CV DLB-23-489, 2024 WL 712465, at \*10 (D. Md. Feb. 21, 2024) (document containing “FDA’s communications [] about the EUA request” does not qualify for trade secret status because it was “generated within the government, rather than obtained from a person outside the government[.]”). Lupin bears the burden to demonstrate that the information it claims as a trade secret is not readily

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<sup>9</sup> Document # 2, 15-17, 19, 23-24, 28-31, 99-100, 107-108, 137, 139-141, 143-145, 163-164, 166, 168, 172-173, 191-192, 194-195, 236, 258-260, 271-272, 295-298, 321-322, 385-388.

ascertainable. *Trident*, 859 F.Supp.2d at 779. Because Lupin has not identified any information within its FDA correspondences that is exempt from disclosure, there is no genuine dispute that the information is readily ascertainable.<sup>10</sup>

**E. The Court Should Grant Partial Summary Judgment Of No Misappropriation For Documents Last Accessed on April 5, 2021**

Lupin asserts that Dr. Perlwitz's personal My Passport Device includes documents (Documents #1-192) that Lupin claims correspond to "trade secrets."<sup>11</sup> See Background, Section B. To establish that Transpire misappropriated these "trade secrets," Lupin must show one of two categories of conduct: (1) that Transpire acquired each trade secret by improper means, or (2) that Transpire disclosed or used each trade secret without consent. Lupin cannot establish.<sup>12</sup>

There is no genuine dispute that Dr. Perlwitz acquired Documents #1-192 by proper means – it is clear he did so. SMF ¶¶ 84-92. Each of these document was downloaded while Dr. Perlwitz was employed by Lupin and never again accessed. In particular, Dr. Perlwitz downloaded these documents on April 5, 2021 to ensure he had access to them when he left for vacation to South Africa a few days later. SMF ¶¶ 84-87. Because Dr. Perlwitz downloaded these document in a permissible manner for work, his acquisition of Documents #1-192 was by proper means.

There is also no genuine dispute that Transpire and Dr. Zeng did not acquire, disclose or use Documents #1-192. Indeed, the record evidence affirmatively establishes that none of these documents were accessed after April 5, 2021. SMF ¶ 95. It is undisputed that the metadata for each of these documents has a "File Created" and "Last Accessed" date of April 5, 2021. *Id.* As Transpire's forensic expert explains, having the same File Created and Last Accessed date indicates that the files were created on the My Passport drive on April 5, 2021, and not accessed after that. Ex. 8 ¶ 57. In fact, Lupin's forensic expert was forced to agree that "there is no evidence" that Documents #1-192 were accessed after April 5, 2021. Ex. 10 (Faulkner Rough Tr.) at 95:5-96:7. At this time Transpire did not exist and Dr. Zeng was still employed at Lupin. Lupin

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<sup>10</sup> The Court should also grant summary judgment as to this information because Lupin cannot establish that the FDA took reasonable measures to maintain the secrecy of the recommendations. It is undisputed that Lupin has no control over what information the FDA makes public or shares with other companies. Ex. 9 (Gupta Dep. Tr.) at 257:10-17.

<sup>11</sup> Dr. Perlwitz does not possess the My Passport drive as he turned it over to a third-party forensic firm for imaging and storage after the filing of this lawsuit.

<sup>12</sup> There is no claim of trade secret misappropriation against Dr. Perlwitz.

cannot show that either of the two relevant defendants acquired Documents #1-192.

Dr. Perlwitz's continued possession of his My Passport drive after departing Lupin also fails to demonstrate misappropriation as a matter of law. *Del Monte*, 148 F. Supp. 2d at 1338 (“[m]isappropriation of trade secrets is an intentional tort” and “[a]s such, [Lupin] must show more than mere possession of a trade secret”); *Apple Inc. v. Rivos, Inc.*, 2023 WL 5183034 (N.D. Cal. 2023) (“mere possession of trade secrets does not amount to misappropriation.”). In *Ranger*, a former employee “possessed and used a personal external hard drive to store company documents he created.” *Ranger*, 2023 WL 6931336, \*12. “Foehl admits that he took his external hard drive with him when he left Ranger’s employ and that the hard drive contained company documents.” *Id.*, \*13. The court, however, noted that “[a]n ‘allegation that a defendant merely continues to possess a trade secret is not an allegation the defendant acquired, disclosed, or used a trade secret—the DTSA’s definitions of misappropriation.’” *Id.*, \*21.

#### **IV. LUPIN CANNOT ESTABLISH DAMAGES FOR ITS TRADE SECRET MISAPPROPRIATION CLAIMS<sup>13</sup>**

Lupin has no competent evidence through which a jury could reasonably calculate damages for Transpire’s alleged misappropriation. *See Carbo Ceramics, Inc. v. Keefe*, 166 F. App’x 714, 724 (5<sup>th</sup> Cir. 2006) (granting summary judgment based on plaintiff’s inability to establish damages through “inherently speculative” projections of defendant’s future profits); *Alphamed Pharms. Corp. v. Arriva Pharms., Inc.*, 432 F. Supp. 2d 1319, 1335 (S.D. Fla. 2006), *aff’d*, 294 F. App’x 501 (11<sup>th</sup> Cir. 2008); *see also Metallurgical Indus., Inc. v. Fourtek, Inc.*, 790 F.2d 1195, 1208 (5<sup>th</sup> Cir. 1986) (trade secret value should not “be based on sheer speculation.”).

<sup>13</sup> The DTSA and FUTSA provide for damages for actual losses and unjust enrichment damages. *See* 18 U.S.C. § 1836(b)(3)(B)(i); Fla. Stat. § 688.004(1).

<sup>14</sup> The reasonable royalty analysis seeks to approximate the amount at which the parties would have agreed to enter into a license agreement for use of the trade secrets at the time they were misappropriated. *See Perdue Farms Inc. v. Hook*, 777 So. 2d 1047, 1051–52 (Fla. 2d DCA 2001).

In particular, Lupin has no evidence to attribute value to any of its alleged trade secrets. In the ordinary course of business, [REDACTED]

[REDACTED] These product-specific costs cannot be parsed at the document-by-document level Lupin uses to define its alleged trade secrets, and certainly cannot be allocated at the level of specific trade secret information *within* the documents. *Id.* at 81:14-24.<sup>15</sup> Consequently, Hall resorts to cost data from a Transpire budget for the competing products to calculate Transpire’s purported “avoided costs.” Ex. 11 ¶¶ 21, 109-111. She provides no method for apportioning damages to individual documents, and thus no evidence of “avoided costs” associated with any particular trade secret, which is insufficient. *Id.*; *see, e.g., LivePerson, Inc. v. [24]7.AI, Inc.*, 2018 WL 6257460, at \*2 (N.D. Cal. Nov. 30, 2018) (excluding expert opinion for failure to apportion damages among particular trade secrets as it “offers no methodology for the jury to calculate trade secret misappropriation damages on fewer than all of the 28 alleged trade secrets”); *MSC Software Corp. v. Altair Eng’g, Inc.*, 2015 WL 13273227, at \*2 (E.D. Mich. Nov. 9, 2015), 2015 WL 13359781 (E.D. Mich. Nov. 22, 2015) (excluding expert testimony based on failure to apportion damages to the incremental value added by specific trade secrets); *see also Cashman Dredging & Marine Contracting Co., LLC v. Belesimo*, 2024 WL 4894639, at \*23 (D. Mass. Nov. 26, 2024) (expert’s damages model was fundamentally flawed for “assum[ing] that all of the 5,445 files contain trade secrets, [ ] when some contain publicly available information” and disagreeing that she “could explain how to apportion the cost data she used” at trial, as this was not provided for in her report). The documents at issue necessarily comprise only a small and indeterminate fraction of Lupin’s overall development activities and costs for the relevant products; yet, Hall’s calculations improperly assume that Transpire avoided *all* “operating,” “general,” and “labor” costs for three projects, including one for a product Transpire is no longer developing,-during the supposed head start period. Ex. 11 ¶¶ 181-184.

Indeed, Lupin recently represented that it will not proceed to trial on all ~450 documents

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<sup>15</sup> *Cf. Tao*, 330 F. Supp. 2d at 678 (“a document itself cannot be a trade secret”); *Prysmian Cables & Sys. USA, LLC v. Szymanski*, 2024 WL 4792084, at \*1 (D.S.C. July 17, 2024) (finding no authority that would allow a Lupin to stack individual compilations created several years apart for different business purposes to “form one leviathan trade secret.”).

presently identified as trade secrets. Ex. 13 (1/13/25 Hearing Tr.) 25:18-26:3. As to whatever yet-unknown narrowed universe of “trade secret” information Lupin ultimately attempts to try, even if the jury finds some misappropriation, the scope of liability will be limited to some subset of the universe upon which Hall based her damages opinions.<sup>16</sup> The jury will be required to make findings of fact as to individual trade secrets in a special verdict form *and assign damages accordingly*. See Eleventh Circuit Pattern Jury Instruction, 11.1 (calling for insertion of “name of trade secret[s]” as to each element; Fla. Std. Jury Instr. (Civ.) 416.41 (calling for “description of information” constituting trade secret). Lupin has no evidence and no expert opinion that would allow the jury to accomplish this task; Hall’s opinions are the same whether the jury finds misappropriation of one trade secret, ten, or a hundred. This failure to apportion cannot survive summary judgment.<sup>17</sup> Cf. *Alcatel USA, Inc. v. Cisco Sys., Inc.*, 239 F. Supp. 2d 660, 670–71 (E.D. Tex. 2002) (plaintiff’s “attempts to attribute every penny of [defendant’s] purchase price and every penny of the [relevant] technology to the value of its alleged trade secrets “reek[ed] of incongruity and underscore[d] the speculative nature of [plaintiff’s] alleged damages.”).

Further, baked into both of Hall’s damages models are a series of speculative assumptions about future events, including that both companies will launch all of the so-called “Competing Products” they are currently developing. SMF, Hall Rpt. ¶¶ 231-236. As this Court has previously explained “only a minuscule percentage of drugs in development ever reaches the commercial market—and of those, only a subset ever prove profitable for their manufacturer. . . . Accordingly, reliance on a multitude of assumptions is endemic to any valuation of the prospective profitability of new pharmaceutical products.” *Alphamed*, 432 F. Supp. 2d at 1335.<sup>18</sup> [REDACTED]

[REDACTED] SMF ¶¶ 63, 82.

<sup>16</sup> See also, e.g., *Prysmian*, 2024 WL 4792084, at \*1 (requiring a special verdict requiring the jury to determine individually whether alleged trade secrets were misappropriated).

<sup>17</sup> FUTSA does not allow for nominal damages. See *Alphamed*, 432 F. Supp. 2d at 1337.

<sup>18</sup> Lupin admitted in its deposition that a product may be abandoned before approval based on a determination that it is not viable or will not be profitable. Ex. 12 at 215:11-13.

<sup>19</sup> For example, Hall attempts to assess \$7.6 million in “avoided costs” for Transpire’s generic Fostair program, which Transpire abandoned based on the unexpected closure of the CDMOs it was using to develop this product, Ex. 14 (McDuff Report) ¶ 66, and therefore cannot possibly result in any profits to Transpire or losses to Lupin.

Consequently, Hall's damages estimates are predicated on forecasts concerning product approval and launch dates and profit projections that Lupin has conceded are just its "best guesses." Ex. 12 at 56:17-19, 156:1-157:23. If and when either company may ultimately succeed in launching the relevant products ) and how profitable those products may be is impossible to know. Lupin's and Transpire's projections are "overly speculative to form a reliable basis for head start damages[.]" See *Brightview Grp., LP v. Teeters*, 2021 WL 2627960, at \*5–6 (D. Md. Feb. 8, 2021) (holding that projected revenues were "overly speculative to form a reliable basis for head start damages" because expert was not "'in a position to know' what kind of impact Defendants' alleged use of trade secrets will have on how quickly [Defendant] becomes profitable.").

Also, Hall's models assume that Transpire will enjoy a 1-2 year "head start" based on the alleged use of Lupin asserted trade secrets. As explained in Transpire's Daubert Motion, Mr. Shafer's "head start" opinions, adopted by Ms. Hall, should be excluded. Florida cases awarding head-start damages involved situations where the defendant had already entered the market—i.e., the head start led to cognizable profits. See *Sensormatic Elecs. Corp. v. TAG Co. US, LLC*, 632 F. Supp. 2d 1147, 1185 (S.D. Fla. 2008); *Bailey v. St. Louis*, 196 So. 3d 375, 381 (Fla. 2d DCA 2016); *Med. Store, Inc. v. AIG Claim Servs., Inc.*, 2003 WL 25669175, at \*1, 5 (S.D. Fla. Oct. 17, 2003); see also *BioPoint, Inc. v. Dickhaut*, 110 F.4th 337, 345–46 (1st Cir. 2024) ("Head start damages require evidence: (1) that the alleged misappropriation gave [defendant] a head start and (2) that the head start helped to bring about certain earnings over the following months or years."). "Head start" damages are not available because it is impossible to know if Transpire will realize or profit from any "head start."

### CONCLUSION

For the foregoing reasons, the Court should grant summary judgment as to Counts I and II.

Dated: March 11, 2025

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*/s/ Samuel Williamson*

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**APPENDIX A**

<b>Document No.</b>	<b>Bates Number</b>	<b>Custodian</b>	<b>No. of Pages</b>
1	Transpire_0041200	Perlwitz, Axel	99
2	Transpire_0041299	Perlwitz, Axel	87
3	Transpire_0041386	Perlwitz, Axel	3
4	Transpire_0081585	Perlwitz, Axel	165
5	Transpire_0081883	Perlwitz, Axel	165
6	Transpire_0082054	Perlwitz, Axel	66
7	Transpire_0082121	Perlwitz, Axel	63
8	Transpire_0084643	Perlwitz, Axel	41
9	Transpire_0070541	Perlwitz, Axel	124
10	Transpire_0057253	Perlwitz, Axel	63
11	Transpire_0057191	Perlwitz, Axel	62
12	Transpire_0065568	Perlwitz, Axel	156
13	Transpire_0067307	Perlwitz, Axel	50
14	Transpire_0008439	Perlwitz, Axel	5552
15	Transpire_0059117	Perlwitz, Axel	138
16	Transpire_0060271	Perlwitz, Axel	5
17	Transpire_0008295	Perlwitz, Axel	55
18	Transpire_0028016	Perlwitz, Axel	30
19	Transpire_0000556	Perlwitz, Axel	46
20	Transpire_0000911	Perlwitz, Axel	4
21	Transpire_0023276	Perlwitz, Axel	14
22	Transpire_0023031	Perlwitz, Axel	92
23	Transpire_0008350	Perlwitz, Axel	3
24	Transpire_0000549	Perlwitz, Axel	7
25	Transpire_0085590	Perlwitz, Axel	53
26	Transpire_0030779	Perlwitz, Axel	97
27	Transpire_0030876	Perlwitz, Axel	38
28	Transpire_0000543	Perlwitz, Axel	6
29	Transpire_0000602	Perlwitz, Axel	8
30	Transpire_0023224	Perlwitz, Axel	6
31	Transpire_0343880	Perlwitz, Axel	5
32	Transpire_0044228	Perlwitz, Axel	19
33	Transpire_0056960	Perlwitz, Axel	12
34	Transpire_0344065	Perlwitz, Axel	52
35	Transpire_0344242	Perlwitz, Axel	3
36	Transpire_0344637	Perlwitz, Axel	9
37	Transpire_0344646	Perlwitz, Axel	26
38	Transpire_0344672	Perlwitz, Axel	10
39	Transpire_0344682	Perlwitz, Axel	39



40	Transpire_0344886	Perlwitz, Axel	14
41	Transpire_0344900	Perlwitz, Axel	50
42	Transpire_0344950	Perlwitz, Axel	7
43	Transpire_0344957	Perlwitz, Axel	83
44	Transpire_0345040	Perlwitz, Axel	56
45	Transpire_0345096	Perlwitz, Axel	58
46	Transpire_0345154	Perlwitz, Axel	83
47	Transpire_0345237	Perlwitz, Axel	149
48	Transpire_0345839	Perlwitz, Axel	103
49	Transpire_0345942	Perlwitz, Axel	46
50	Transpire_0345988	Perlwitz, Axel	111
51	Transpire_0346103	Perlwitz, Axel	2
52	Transpire_0346105	Perlwitz, Axel	2
53	Transpire_0346151	Perlwitz, Axel	44
54	Transpire_0346195	Perlwitz, Axel	5
55	Transpire_0346206	Perlwitz, Axel	14
56	Transpire_0346220	Perlwitz, Axel	30
57	Transpire_0346332	Perlwitz, Axel	6
58	Transpire_0346338	Perlwitz, Axel	9
59	Transpire_0346347	Perlwitz, Axel	13
60	Transpire_0346360	Perlwitz, Axel	17
61	Transpire_0346387	Perlwitz, Axel	3
62	Transpire_0346390	Perlwitz, Axel	5
63	Transpire_0346395	Perlwitz, Axel	16
64	Transpire_0346411	Perlwitz, Axel	19
65	Transpire_0346430	Perlwitz, Axel	3
66	Transpire_0346433	Perlwitz, Axel	11
67	Transpire_0346445	Perlwitz, Axel	6
68	Transpire_0346452	Perlwitz, Axel	38
69	Transpire_0346490	Perlwitz, Axel	8
70	Transpire_0346500	Perlwitz, Axel	14
71	Transpire_0083713	Perlwitz, Axel	55
72	Transpire_0346815	Perlwitz, Axel	272
73	Transpire_0347087	Perlwitz, Axel	265
74	Transpire_0347352	Perlwitz, Axel	115
75	Transpire_0347467	Perlwitz, Axel	112
76	Transpire_0347607	Perlwitz, Axel	22
77	Transpire_0347794	Perlwitz, Axel	116
78	Transpire_0347910	Perlwitz, Axel	37
79	Transpire_0029042	Perlwitz, Axel	32
80	Transpire_0081097	Perlwitz, Axel	40

81	Transpire_0081137	Perlwitz, Axel	39
82	Transpire_0081176	Perlwitz, Axel	208
83	Transpire_0081385	Perlwitz, Axel	200
84	Transpire_0082367	Perlwitz, Axel	63
85	Transpire_0082431	Perlwitz, Axel	62
86	Transpire_0028320	Perlwitz, Axel	238
87	Transpire_0036890	Perlwitz, Axel	140
88	Transpire_0038811	Perlwitz, Axel	308
89	Transpire_0040005	Perlwitz, Axel	117
90	Transpire_0039754	Perlwitz, Axel	144
91	Transpire_0037030	Perlwitz, Axel	167
92	Transpire_0038784	Perlwitz, Axel	27
93	Transpire_0039953	Perlwitz, Axel	52
94	Transpire_0039898	Perlwitz, Axel	55
95	Transpire_0037440	Perlwitz, Axel	353
96	Transpire_0037197	Perlwitz, Axel	243
97	Transpire_0039119	Perlwitz, Axel	353
98	Transpire_0085643	Perlwitz, Axel	74
99	Transpire_0082800	Perlwitz, Axel	4
100	Transpire_0082842	Perlwitz, Axel	27
101	Transpire_0080139	Perlwitz, Axel	118
102	Transpire_0080257	Perlwitz, Axel	119
103	Transpire_0080376	Perlwitz, Axel	47
104	Transpire_0080423	Perlwitz, Axel	47
105	Transpire_0084283	Perlwitz, Axel	45
106	Transpire_0046315	Perlwitz, Axel	165
107	Transpire_0008353	Perlwitz, Axel	12
108	Transpire_0008253	Perlwitz, Axel	42
109	Transpire_0023986	Perlwitz, Axel	100
110	Transpire_0024086	Perlwitz, Axel	15
111	Transpire_0000690	Perlwitz, Axel	6
112	Transpire_0000956	Perlwitz, Axel	42
113	Transpire_0080472	Perlwitz, Axel	101
114	Transpire_0080573	Perlwitz, Axel	109
115	Transpire_0082184	Perlwitz, Axel	49
116	Transpire_0082233	Perlwitz, Axel	50
117	Transpire_0082283	Perlwitz, Axel	42
118	Transpire_0082325	Perlwitz, Axel	42
119	Transpire_0084374	Perlwitz, Axel	153
120	Transpire_0023807	Perlwitz, Axel	66
121	Transpire_0024591	Perlwitz, Axel	48

122	Transpire_0024656	Perlwitz, Axel	112
123	Transpire_0062694	Perlwitz, Axel	128
124	Transpire_0062822	Perlwitz, Axel	252
125	Transpire_0057064	Perlwitz, Axel	61
126	Transpire_0057125	Perlwitz, Axel	66
127	Transpire_0057316	Perlwitz, Axel	48
128	Transpire_0062527	Perlwitz, Axel	167
129	Transpire_0063074	Perlwitz, Axel	206
130	Transpire_0027657	Perlwitz, Axel	21
131	Transpire_0027722	Perlwitz, Axel	94
132	Transpire_0027816	Perlwitz, Axel	104
133	Transpire_0062417	Perlwitz, Axel	110
134	Transpire_0065386	Perlwitz, Axel	182
135	Transpire_0067123	Perlwitz, Axel	184
136	Transpire_0070142	Perlwitz, Axel	399
137	Transpire_0008407	Perlwitz, Axel	3
138	Transpire_0023682	Perlwitz, Axel	16
139	Transpire_0008365	Perlwitz, Axel	42
140	Transpire_0023234	Perlwitz, Axel	38
141	Transpire_0008250	Perlwitz, Axel	3
142	Transpire_0013991	Perlwitz, Axel	52
143	Transpire_0022730	Perlwitz, Axel	76
144	Transpire_0027628	Perlwitz, Axel	29
145	Transpire_0029074	Perlwitz, Axel	6
146	Transpire_0080682	Perlwitz, Axel	88
147	Transpire_0080770	Perlwitz, Axel	94
148	Transpire_0080864	Perlwitz, Axel	52
149	Transpire_0080916	Perlwitz, Axel	51
150	Transpire_0023698	Perlwitz, Axel	7
151	Transpire_0023705	Perlwitz, Axel	77
152	Transpire_0028046	Perlwitz, Axel	96
153	Transpire_0028558	Perlwitz, Axel	52
154	Transpire_0094510	Perlwitz, Axel	137
155	Transpire_0094683	Perlwitz, Axel	410
156	Transpire_0014043	Perlwitz, Axel	161
157	Transpire_0022403	Perlwitz, Axel	266
158	Transpire_0014204	Perlwitz, Axel	277
159	Transpire_0022347	Perlwitz, Axel	56
160	Transpire_0022053	Perlwitz, Axel	252
161	Transpire_0092142	Perlwitz, Axel	535
162	Transpire_0032642	Perlwitz, Axel	4154

163	Transpire_0059255	Perlwitz, Axel	5
164	Transpire_0000412	Perlwitz, Axel	25
165	Transpire_0065260	Perlwitz, Axel	97
166	Transpire_0000437	Perlwitz, Axel	104
167	Transpire_0024548	Perlwitz, Axel	23
168	Transpire_0029110	Perlwitz, Axel	13
169	Transpire_0091287	Perlwitz, Axel	356
170	Transpire_0091643	Perlwitz, Axel	10
171	Transpire_0086583	Perlwitz, Axel	4686
172	Transpire_0000610	Perlwitz, Axel	79
173	Transpire_0029097	Perlwitz, Axel	13
174	Transpire_0084786	Perlwitz, Axel	181
175	Transpire_0024571	Perlwitz, Axel	20
176	Transpire_0001284	Perlwitz, Axel	464
177	Transpire_0001748	Perlwitz, Axel	130
178	Transpire_0002226	Perlwitz, Axel	286
179	Transpire_0002512	Perlwitz, Axel	5738
180	Transpire_0091867	Perlwitz, Axel	274
181	Transpire_0060300	Perlwitz, Axel	66
182	Transpire_0060366	Perlwitz, Axel	64
183	Transpire_0060430	Perlwitz, Axel	162
184	Transpire_0060593	Perlwitz, Axel	160
185	Transpire_0060753	Perlwitz, Axel	61
186	Transpire_0060814	Perlwitz, Axel	61
187	Transpire_0060875	Perlwitz, Axel	182
188	Transpire_0057986	Perlwitz, Axel	87
189	Transpire_0061085	Perlwitz, Axel	16
190	Transpire_0094504	Perlwitz, Axel	6
191	Transpire_0082811	Perlwitz, Axel	17
192	Transpire_0082828	Perlwitz, Axel	4
193	LUPIN_0010649	Zeng, Xianming	69
194	LUPIN_0011194	Zeng, Xianming	10
195	LUPIN_0011210	Zeng, Xianming	2
196	LUPIN_0013490	Zeng, Xianming	53
197	LUPIN_0248282	Zeng, Xianming	225
198	LUPIN_0248600	Zeng, Xianming	7
199	LUPIN_0248607	Zeng, Xianming	60
200	LUPIN_0248667	Zeng, Xianming	15
201	LUPIN_0250503	Zeng, Xianming	52
202	LUPIN_0251436	Zeng, Xianming	34
203	LUPIN_0251749	Zeng, Xianming	20

204	LUPIN_0253675	Zeng, Xianming	16
205	LUPIN_0253741	Zeng, Xianming	129
206	LUPIN_0253870	Zeng, Xianming	61
207	LUPIN_0274584	Zeng, Xianming	47
208	Transpire_0161559	Dao, Thu	3
209	Transpire_0161562	Dao, Thu	3
210	Transpire_0161565	Dao, Thu	3
211	Transpire_0161568	Dao, Thu	3
212	Transpire_0161571	Dao, Thu	3
213	Transpire_0161580	Dao, Thu	3
214	Transpire_0164718	Dao, Thu	4
215	Transpire_0164727	Dao, Thu	2
216	Transpire_0164729	Dao, Thu	4
217	Transpire_0164738	Dao, Thu	4
218	Transpire_0164742	Dao, Thu	5
219	Transpire_0164747	Dao, Thu	4
220	Transpire_0164839	Dao, Thu	4
221	Transpire_0170195	Dao, Thu	273
222	Transpire_0171273	Dao, Thu	280
223	Transpire_0171633	Dao, Thu	275
224	Transpire_0171976	Dao, Thu	284
225	Transpire_0219509	Dao, Thu	7
226	Transpire_0219618	Dao, Thu	9
227	Transpire_0219659	Dao, Thu	9
228	Transpire_0219970	Dao, Thu	69
229	Transpire_0220039	Dao, Thu	71
230	Transpire_0225634	Dao, Thu	2
231	Transpire_0225648	Dao, Thu	2
232	Transpire_0225732	Dao, Thu	8
233	Transpire_0227768	Dao, Thu	273
234	Transpire_0228495	Dao, Thu	281
235	Transpire_0229215	Dao, Thu	281
236	Transpire_0343885	Perlwitz, Axel	3
237	Transpire_0346377	Perlwitz, Axel	10
238	Transpire_0346107	Perlwitz, Axel	44
239	Transpire_0346101	Perlwitz, Axel	2
240	Transpire_0344209	Perlwitz, Axel	33
241	Transpire_0344830	Perlwitz, Axel	47
242	Transpire_0344877	Perlwitz, Axel	9
243	Transpire_0344554	Perlwitz, Axel	83
244	Transpire_0344721	Perlwitz, Axel	109

245	Transpire_0029080	Perlwitz, Axel	17
246	Transpire_0346321	Perlwitz, Axel	4
247	Transpire_0345386	Perlwitz, Axel	9
248	Transpire_0080967	Perlwitz, Axel	130
249	Transpire_0081751	Perlwitz, Axel	131
250	Transpire_0344043	Perlwitz, Axel	16
251	Transpire_0344156	Perlwitz, Axel	4
252	Transpire_0305414	Perlwitz, Axel	80
253	Transpire_0305430	Perlwitz, Axel	80
254	Transpire_0305446	Perlwitz, Axel	80
255	Transpire_0305462	Perlwitz, Axel	80
256	Transpire_0305478	Perlwitz, Axel	80
257	Transpire_0347579	Perlwitz, Axel	3
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259	Transpire_0000542	Perlwitz, Axel	1
260	Transpire_0000689	Perlwitz, Axel	1
261	Transpire_0000697	Perlwitz, Axel	23
262	Transpire_0000721	Perlwitz, Axel	24
263	Transpire_0000805	Perlwitz, Axel	33
264	Transpire_0000915	Perlwitz, Axel	41
265	Transpire_0000998	Perlwitz, Axel	231
266	Transpire_0016053	Perlwitz, Axel	5184
267	Transpire_0021237	Perlwitz, Axel	671
268	Transpire_0022669	Perlwitz, Axel	61
269	Transpire_0022806	Perlwitz, Axel	38
270	Transpire_0023123	Perlwitz, Axel	95
271	Transpire_0023218	Perlwitz, Axel	6
272	Transpire_0023230	Perlwitz, Axel	4
273	Transpire_0023290	Perlwitz, Axel	10
274	Transpire_0023335	Perlwitz, Axel	39
275	Transpire_0023567	Perlwitz, Axel	10
276	Transpire_0023577	Perlwitz, Axel	10
277	Transpire_0023587	Perlwitz, Axel	10
278	Transpire_0023669	Perlwitz, Axel	10
279	Transpire_0023782	Perlwitz, Axel	25
280	Transpire_0023873	Perlwitz, Axel	88
281	Transpire_0023964	Perlwitz, Axel	22
282	Transpire_0024131	Perlwitz, Axel	8
283	Transpire_0024294	Perlwitz, Axel	37
284	Transpire_0024331	Perlwitz, Axel	36
285	Transpire_0024368	Perlwitz, Axel	3

286	Transpire_0024775	Perlwitz, Axel	1
287	Transpire_0024792	Perlwitz, Axel	2
288	Transpire_0024967	Perlwitz, Axel	192
289	Transpire_0026585	Perlwitz, Axel	181
290	Transpire_0027678	Perlwitz, Axel	23
291	Transpire_0027701	Perlwitz, Axel	21
292	Transpire_0027922	Perlwitz, Axel	94
293	Transpire_0028142	Perlwitz, Axel	117
294	Transpire_0028259	Perlwitz, Axel	12
295	Transpire_0029123	Perlwitz, Axel	12
296	Transpire_0029135	Perlwitz, Axel	6
297	Transpire_0029881	Perlwitz, Axel	5
298	Transpire_0029886	Perlwitz, Axel	3
299	Transpire_0030128	Perlwitz, Axel	202
300	Transpire_0030537	Perlwitz, Axel	232
301	Transpire_0037793	Perlwitz, Axel	983
302	Transpire_0041654	Perlwitz, Axel	12
303	Transpire_0042145	Perlwitz, Axel	9
304	Transpire_0042154	Perlwitz, Axel	4
305	Transpire_0042160	Perlwitz, Axel	6
306	Transpire_0042166	Perlwitz, Axel	5
307	Transpire_0042173	Perlwitz, Axel	5
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311	Transpire_0042211	Perlwitz, Axel	6
312	Transpire_0042229	Perlwitz, Axel	4
313	Transpire_0042239	Perlwitz, Axel	6
314	Transpire_0042247	Perlwitz, Axel	6
315	Transpire_0042284	Perlwitz, Axel	4
316	Transpire_0042293	Perlwitz, Axel	3
317	Transpire_0042306	Perlwitz, Axel	8
318	Transpire_0042621	Perlwitz, Axel	27
319	Transpire_0042648	Perlwitz, Axel	27
320	Transpire_0042675	Perlwitz, Axel	25
321	Transpire_0044140	Perlwitz, Axel	4
322	Transpire_0044225	Perlwitz, Axel	3
323	Transpire_0044831	Perlwitz, Axel	164
324	Transpire_0044995	Perlwitz, Axel	158
325	Transpire_0045153	Perlwitz, Axel	156
326	Transpire_0046480	Perlwitz, Axel	109

327	Transpire_0057039	Perlwitz, Axel	7
328	Transpire_0057055	Perlwitz, Axel	9
329	Transpire_0057655	Perlwitz, Axel	9
330	Transpire_0058575	Perlwitz, Axel	175
331	Transpire_0059280	Perlwitz, Axel	9
332	Transpire_0059405	Perlwitz, Axel	20
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334	Transpire_0059449	Perlwitz, Axel	24
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336	Transpire_0059495	Perlwitz, Axel	25
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339	Transpire_0059566	Perlwitz, Axel	25
340	Transpire_0059591	Perlwitz, Axel	20
341	Transpire_0059612	Perlwitz, Axel	24
342	Transpire_0059636	Perlwitz, Axel	23
343	Transpire_0059659	Perlwitz, Axel	24
344	Transpire_0060128	Perlwitz, Axel	22
345	Transpire_0060152	Perlwitz, Axel	8
346	Transpire_0060164	Perlwitz, Axel	19
347	Transpire_0060189	Perlwitz, Axel	9
348	Transpire_0060212	Perlwitz, Axel	7
349	Transpire_0060239	Perlwitz, Axel	22
350	Transpire_0061057	Perlwitz, Axel	7
351	Transpire_0061072	Perlwitz, Axel	4
352	Transpire_0061076	Perlwitz, Axel	4
353	Transpire_0061080	Perlwitz, Axel	5
354	Transpire_0061101	Perlwitz, Axel	7
355	Transpire_0061108	Perlwitz, Axel	4
356	Transpire_0061112	Perlwitz, Axel	1
357	Transpire_0061122	Perlwitz, Axel	8
358	Transpire_0061130	Perlwitz, Axel	7
359	Transpire_0061137	Perlwitz, Axel	9
360	Transpire_0061146	Perlwitz, Axel	6
361	Transpire_0061152	Perlwitz, Axel	11
362	Transpire_0061163	Perlwitz, Axel	8
363	Transpire_0061171	Perlwitz, Axel	6
364	Transpire_0061202	Perlwitz, Axel	8
365	Transpire_0061210	Perlwitz, Axel	1
366	Transpire_0063370	Perlwitz, Axel	140
367	Transpire_0063510	Perlwitz, Axel	191



368	Transpire_0063701	Perlwitz, Axel	148
369	Transpire_0064072	Perlwitz, Axel	32
370	Transpire_0064104	Perlwitz, Axel	53
371	Transpire_0064164	Perlwitz, Axel	141
372	Transpire_0065016	Perlwitz, Axel	172
373	Transpire_0067357	Perlwitz, Axel	1237
374	Transpire_0068594	Perlwitz, Axel	235
375	Transpire_0068829	Perlwitz, Axel	125
376	Transpire_0068954	Perlwitz, Axel	186
377	Transpire_0069140	Perlwitz, Axel	80
378	Transpire_0070665	Perlwitz, Axel	8422
379	Transpire_0079627	Perlwitz, Axel	343
380	Transpire_0079970	Perlwitz, Axel	112
381	Transpire_0080082	Perlwitz, Axel	29
382	Transpire_0080111	Perlwitz, Axel	28
383	Transpire_0082569	Perlwitz, Axel	198
384	Transpire_0082786	Perlwitz, Axel	10
385	Transpire_0082796	Perlwitz, Axel	4
386	Transpire_0082804	Perlwitz, Axel	5
387	Transpire_0082809	Perlwitz, Axel	2
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389	Transpire_0082869	Perlwitz, Axel	7
390	Transpire_0083894	Perlwitz, Axel	300
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392	Transpire_0084528	Perlwitz, Axel	115
393	Transpire_0084684	Perlwitz, Axel	102
394	Transpire_0084967	Perlwitz, Axel	117
395	Transpire_0085084	Perlwitz, Axel	8
396	Transpire_0085093	Perlwitz, Axel	8
397	Transpire_0085101	Perlwitz, Axel	121
398	Transpire_0085222	Perlwitz, Axel	111
399	Transpire_0085333	Perlwitz, Axel	148
400	Transpire_0085481	Perlwitz, Axel	109
401	Transpire_0085717	Perlwitz, Axel	70
402	Transpire_0085787	Perlwitz, Axel	74
403	Transpire_0085862	Perlwitz, Axel	71
404	Transpire_0085933	Perlwitz, Axel	148
405	Transpire_0086081	Perlwitz, Axel	109
406	Transpire_0095134	Perlwitz, Axel	26
407	Transpire_0095197	Dao, Thu	33
408	Transpire_0095292	Dao, Thu	1

409	Transpire_0095294	Dao, Thu	1
410	Transpire_0095305	Dao, Thu	14
411	Transpire_0095324	Dao, Thu	14
412	Transpire_0095373	Zeng, Xianming	61
413	Transpire_0095488	Zeng, Xianming	175
414	Transpire_0095668	Zeng, Xianming	14
415	Transpire_0095836	Zeng, Xianming	25
416	Transpire_0095911	Zeng, Xianming	10
417	Transpire_0107807	Dao, Thu	1
418	Transpire_0108805	Dao, Thu	13
419	Transpire_0108818	Dao, Thu	7
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421	Transpire_0108833	Dao, Thu	1
422	Transpire_0108834	Dao, Thu	1
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424	Transpire_0108838	Dao, Thu	171
425	Transpire_0109009	Dao, Thu	11
426	Transpire_0109020	Dao, Thu	32
427	Transpire_0109056	Dao, Thu	14
428	Transpire_0109071	Dao, Thu	104
429	Transpire_0109181	Dao, Thu	12
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443	Transpire_0109240	Dao, Thu	1
444	Transpire_0109241	Dao, Thu	1
445	Transpire_0109242	Dao, Thu	1
446	Transpire_0109244	Dao, Thu	1
447	Transpire_0109245	Dao, Thu	1
448	Transpire_0109248	Dao, Thu	1
449	Transpire_0109258	Dao, Thu	1

450	Transpire_0109268	Dao, Thu	1
451	Transpire_0109373	Dao, Thu	38
452	Transpire_0109411	Dao, Thu	55
453	Transpire_0109504	Dao, Thu	69

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document is being filed on March 11, 2025, and served on all counsel of record on the Service List attached via transmission of Notice of Electronic Filing generated by CM/ECF.

*/s/ Samuel G. Williamson*

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